



State of New Jersey
DEPARTMENT OF HEALTH
OFFICE OF EMERGENCY MEDICAL SERVICES
PO BOX 360
TRENTON, N.J. 08625-0360
www.nj.gov/health

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

JUDITH M. PERSICILLI, RN, BSN, MA
Acting Commissioner

August 21, 2019

Mr. Jeff Behm, President, CEO
MONOC
4806 Megill Rd.
Neptune, NJ 07753

Ms. Patricia Fenn
Assistant Vice President, Continuing and Professional Education
Ocean County Community College
1 College Dr.
Toms River, NJ 08754

Re: **Notice of Proposed Revocation of Paramedic Clinical and Didactic Training Sites: Investigation Control #2014-0111V**

Dear Mr. Behm and Ms. Fenn:

The New Jersey Department of Health (the Department) is vested with the responsibility of carrying out the provisions of the Health Care Facilities Planning Act, N.J.S.A. 26:2H-1 et seq., which was enacted, in part, to ensure that all hospital and related health care services rendered in the State of New Jersey are of the highest quality. As defined at N.J.S.A. 26:2H-2(b), health care services include any pre-hospital care rendered by basic life support personnel. In addition, the Emergency Medical Services Act, N.J.S.A. 26:2K-7 et seq., charges the Department with approving education training programs for paramedics and certifying paramedics. In furtherance of the objectives set forth in the statutes, the Department has adopted regulations that govern the training, certification and professional conduct of paramedics and paramedic candidates. See N.J.A.C. 8:41A.

On April 28, 2015, the Department's Office of Emergency Medical Services (OEMS) issued a proposed revocation of MONOC's paramedic clinical training site authorization and Ocean County Community College's (OCCC) paramedic didactic training site authorization. See attached Proposed Revocation Notice, which is attached hereto as Exhibit A. This action stemmed from a complaint investigation by the Department's Office of Emergency

Medical Services (OEMS) into MONOC/OCCC's provision of paramedic training. From the investigation, OEMS found that MONOC/OCCC grossly failed to comply with the paramedic training rules, failed to strictly adhere to the clinical and didactic program curriculum, and failed to maintain adequate student and personnel records.

Thereafter, MONOC/OCCC appealed OEMS's enforcement action and the matter was transmitted to the Office of Administrative Law for a fair hearing. Prior to the hearing, the parties entered into a settlement agreement on April 4, 2018. A copy of the executed settlement agreement is attached as Exhibit B. However, MONOC/OCCC have violated the terms of the settlement agreement, namely the agreement's Risk Analysis and Compliance Plan requirements. More specifically, on December 4, 2018, MONOC and OCCC requested a 180-day extension to provide the Risk Analysis and Compliance Plan that was due in January 2019. The request was granted in writing, at which time OEMS reminded MONOC/OCCC that the Full Risk Analysis and Compliance Plan was due by July 15, 2019. On July 15, 2019, OEMS received MONOC/OCCC's Risk Analysis and Compliance Plan, which is attached as Exhibit C. After careful review of the submissions, OEMS finds that MONOC/OCCC failed to comply with paragraphs 2 and 4 (a)-(e) of the settlement agreement.

Pursuant to paragraph 2 of the Settlement Agreement, the Compliance Officer's employment "shall be exclusively devoted" to the duties outlined in the Settlement Agreement. However, George H. Buchanan, the current Compliance Officer for MONOC/OCCC, disclosed that he is also acting as Paramedic Program Manager. Mr. Buchanan's dual job titles and responsibilities constitute a blatant violation of the Settlement Agreement terms.

In addition, MONOC/OCCC further violated the settlement agreement by failing to include the required elements outlined in paragraphs 4(a)-(e) of the settlement agreement in its Compliance Plan. Pursuant to the Settlement Agreement, MONOC/OCCC was required to include the following elements in its Compliance Plan:

1. Paragraph 4(a):

"Comprehensive operating policies and procedures that have been reviewed by the Compliance Officer for quality, consistency and accuracy to ensure compliance with paramedic education accreditation standards as set forth by the National Registry of EMT's (NREMT), the Committee on Accreditation of Educational Programs for the EMS Professions (CoAEMSP) and the Commission on Accreditation of Allied Health Education Programs (CAAHEP), all in accordance with [Federal] and New Jersey laws and regulations, and specifically including N.J.A.C. 8:41A-1.1, *et seq.*, pertaining to the paramedic education programs."

The Compliance Plan failed to include comprehensive operating policies and procedures. Additionally, MONOC/OCCC failed to provide details that outline how the programs will become compliant with N.J.A.C. 8:41A and accreditation standards.

2. Paragraph 4(b):

"Detailed paramedic education training including compliance training that addresses gaps identified through the completed Risk Analysis."

The Compliance Plan does not contain detailed elements of the paramedic training program. Furthermore, the Risk Analysis does not wholly address the issues identified by OEMS in its April 28, 2015, Notice of Proposed Revocation of Paramedic Clinical and Didactic Training Sites.

3. Paragraph 4(c):

"Detailed oversight of the paramedic education program to include continual monitoring and auditing practices to ensure identified violations of the New Jersey Administrative Code, N.J.A.C. 8:41A-1.1, *et seq.* are not repeated. Additionally, the Compliance Officer shall include in the Compliance Plan and implement detailed procedures for the oversight of monitoring student progress throughout the paramedic education process. Throughout the duration of the term, the paramedic education program shall report to the Administrator of Allied Health of OCC."

The Compliance Plan failed to include detailed procedures with respect to how the paramedic education program would be monitored and audited to ensure compliance with N.J.A.C. 8:41A. Moreover, the Compliance Plan failed to include detailed procedures regarding the oversight and monitoring of student progress throughout the paramedic education program.

4. Paragraph 4(d):

"Established remediation plan in the event that the paramedic education program fails to adhere to the elements set forth in paragraphs (a) through (c) including any policies and procedures of the paramedic education program, [federal] and state laws, regulations and accrediting and licensing standards relevant to the paramedic education program."

The Compliance Plan also failed to include a remediation plan or a plan for how lapses in the Compliance Plan would be addressed.

5. Paragraph 4(e):

"The above elements shall be the minimum components of the Compliance Plan and additional components may be added at the discretion of the Compliance Officer."

The Compliance Plan also failed to include the required minimum components as outlined in 4(a)-(d).

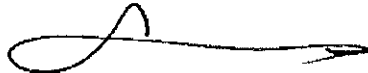
The above deficiencies are core components of the settlement agreement, which have clearly been breached. MONOC/OCCC's failure to provide a detailed and comprehensive Compliance Plan pursuant to the terms of the settlement agreement demonstrates that they have failed to comply with N.J.A.C. 8:41A and, as such, are not capable of running a paramedic education program. As such, pursuant to paragraph 6(b) of the Settlement Agreement, the Department is reinstating the Notice of Proposed Revocation of Paramedic Clinical and Didactic Training Sites issued to MONOC and OCCC, effective immediately. See Exhibit A.

Pursuant to N.J.S.A. 52:14B-11 and N.J.A.C. 8:41A-5.3(c), you may request a hearing before the Office of Administrative Law to contest the Department's decision to revoke your paramedic training authorization. Your request for a hearing on this matter must be submitted in writing and must be accompanied by a response to the charges contained herein. In the event that you request a hearing, this matter will be held in abeyance until such time as the hearing is concluded and a final decision is rendered. Your request for a hearing must be submitted within 30 days from the date of this Notice. Please include the control number **#2014-0111V** on your correspondence, and forward your request to:

New Jersey Department of Health
Office of Legal & Regulatory Affairs
P.O. Box 360, Room 805
Trenton, NJ 08625-0360
Attn: Ms. Tami Roach

Finally, please note that failure to submit a request for a hearing within 30 days of this notice shall render this notice final. If you have any questions concerning this matter, please do not hesitate to contact Dr. Terry Clancy at (609) 633-7777.

Sincerely,



Scot Phelps, JD, MPH, Paramedic
Director
Office of Emergency Medical Services

c: Dr. Terry Clancy, OEMS
Candace Gardner, OEMS
George Hatch, Committee on Accreditation of Educational Programs for the EMS
Professions (CoAEMSP)
Christopher Neuwirth, Assistant Commissioner
Tami Roach, OLRA
Mark Terry, National Registry of Emergency Medical Technicians (NREMT)

SENT VIA REGULAR US MAIL AND
CERTIFIED MAIL #7012 2210 0000 7414 6959/7012 2210 0000 7414 6966
RETURN RECEIPT REQUESTED

EXHIBIT A



State of New Jersey
DEPARTMENT OF HEALTH
OFFICE OF EMERGENCY MEDICAL SERVICES
PO BOX 360
TRENTON, N.J. 08625-0360

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

www.nj.gov/health

MARY E. O'DOWD, M.P.H.
Commissioner

April 28, 2015

Mr. Vince Robbins, President, CEO
MONOC
4806 Megill Rd.
Neptune, NJ 07753

Ms. Patricia Fenn
Assistant Vice President, Continuing and Professional Education
Ocean County Community College
1 College Dr.
Toms River, NJ 08754

Re: **Notice of Proposed Revocation of Paramedic Clinical and Didactic Training Sites: Investigation Control #2014-0111V**

Dear Mr. Robbins and Ms. Fenn:

The New Jersey Department of Health (Department) is vested with the responsibility of carrying out the provisions of N.J.S.A. 26:2H-1, et seq., Health Care Facilities Planning Act, which was enacted, in part, to ensure that all hospital and related health care services rendered in the State of New Jersey are of the highest quality. As defined at N.J.S.A. 26:2H-2b, health care services include paramedical services. In furtherance of the objectives set forth in the statutes, the Department has adopted regulations that govern the training and certification of paramedics. See N.J.A.C. 8:41A-1.1, et seq. Emergency Medical Technicians-Paramedic: Training and Certification.

As defined in N.J.A.C. 8:41A, paramedic education is comprised of two distinct components. The Department authorizes a college to deliver paramedic didactic education, and an advanced life support program to conduct clinical education. In this instance, Ocean County Community College is authorized as the didactic program, and MONOC, the clinical program.

On October 19, 2014, the Department's Office of Emergency Medical Services (OEMS) received a complaint alleging that faculty members of MONOC's paramedic training program falsely recorded field time hours for two paramedic students and then deeming these students eligible to sit for the National Registry of Emergency Medical Technicians Paramedic (NREMT) examination. Consistent with regulatory authority and

OEMS policy, OEMS opened an investigation into this matter. The investigation included interviews with MONOC students and faculty as well as a review of student files for the two students in question as well as the files for ten additional MONOC paramedic students. These 12 files represented the most recent students to be deemed eligible for certification by MONOC, as they had allegedly met the minimum regulatory requirements.

To begin the investigation, OEMS investigators went to MONOC's place of business on October 21, 2014, in order to review student files. Upon arrival, the investigators were told by Scott Matin, Vice President of Education Services, that they had no right to review student files. As a result, the investigators were denied access to the files. At this point, MONOC was already in violation of the Department's regulations. Specifically, N.J.A.C. 8:41A-2.1(g) requires a paramedic training program to produce paramedic student records to Department staff upon demand. Here, MONOC outright denied Department staff access to the records they requested. Such refusal alone is grounds for an enforcement action against MONOC. See N.J.A.C. 8:41A-2.8(a)(5) and 2.8(b).

Because OEMS opened an investigation into MONOC's paramedic program and needed the student files in order to conduct a thorough and complete investigation, OEMS investigators chose to schedule with MONOC a future date to again present at MONOC's office in order to obtain the files, rather than issuing an enforcement action against MONOC at that time. After returning to MONOC's office on October 24, 2014, and waiting three hours, the investigators were finally granted access to the files. Although OEMS was granted access to students records, it was later determined that the files were incomplete. OEMS investigators returned to MONOC on February 12, 2015 where MONOC was only able to completely produce 11 out of the 12 files that were requested, as they were unable to locate the clinical training file for one of the students.

After reviewing the student files that could be produced by MONOC, interviewing students and reviewing the documentation within their possession, and interviewing MONOC faculty, OEMS has determined that MONOC's clinical and OCCC's didactic training site authorizations should be revoked. Specifically, the investigation revealed serious violations and deficiencies with the paramedic training program that place public health and safety at risk. The violations are as follows:

STUDENTS FAILED TO MEET MINIMUM REQUIRED HOURS AND/OR SKILLS FOR CLINICAL TRAINING

Most concerning, the investigation revealed that the MONOC students did not complete the minimum number of evaluations, clinical training hours and/or the minimum number of skills required under N.J.A.C. 8:41A-2.4 through 2.7 before they were endorsed by MONOC to sit for the NREMT exam and receive certification from OEMS. N.J.A.C. 8:41A-2.4 provides that paramedic students must complete a minimum of 700 hours of total clinical training, which is broken up as follows:

- i. Emergency Department: 100 hours;
- ii. Intensive/Coronary Care Units: 40 hours;
- iii. Operating/Recovery Room: 24 hours;
- iv. IV Therapy Team, if available: 16 hours;
- v. Pediatric Unit: 40 hours;
- vi. Labor/Delivery/Newborn Nursery: 24 hours;
- vii. Psychiatric Unit or Crisis Center: Eight hours;
- viii. Cardiology Laboratory: Eight hours; and
- ix. Morgue: Eight hours;
- x. Laboratory: Eight hours; and
- xi. Respiratory Therapy: 24 hours;
- xii. Field experience: 400 hours.

Within each clinical area identified above, each student must perform specific skills and must successfully complete a certain number of the skills in order to demonstrate competence in these areas. See N.J.A.C. 8:41A-2.5, 2.6 and 2.7. For example, a student must successfully perform a series of endotracheal intubations utilizing appropriate equipment and techniques during his or her operating room training experience. N.J.A.C. 8:41A-2.5(d)(1). And, for the labor and delivery training experience, the student must document the observation of at least five vaginal deliveries and identify the normal stages of labor. N.J.A.C. 8:41A-2.6(b)(1) and (2).

Only one of the twelve students that were endorsed met the clinical requirements for certification. The one student that met the requirements completed his clinical training with another training provider, not MONOC. Thus, NONE of the students that completed their clinical training with MONOC met the minimum clinical training requirements. Specifically, the investigation showed:

- Emergency Department – at least 3 of the students did not meet the clinical requirements of hours or skill requirements for this rotation.
- ICU/CCU – at least 5 of the students did not meet the clinical requirements of hours or skill requirements for this rotation.
- Operation room – at least 9 of the students did not meet the clinical requirements of hours or skill requirements for this rotation.
- IV Lab – at least 2 students did not meet the clinical requirements of hours or skill requirements for this rotation.
- Pediatrics – at least 3 students did not meet the clinical requirements of hours or skill requirements for this rotation.
- Labor and Delivery – at least 9 of the students did not meet the clinical requirements of hours or skill requirements for this rotation.

- Psychiatric – at least 2 students did not meet the clinical requirements of hours or skill requirements for this rotation.
- Cardiac Lab – at least 2 students did not meet the clinical requirements of hours or skill requirements for this rotation.
- Morgue/Autopsy – at least 10 students did not meet the clinical requirements of hours or skill requirements for this rotation.
- Respiratory Therapy – at least 3 students did not meet the clinical requirements of hours or skill requirements for this rotation.
- MICU Field Time – at least 4 students did not meet the clinical requirements of hours or skill requirements for this rotation.

While MONOC's EMS Educators could have submitted waiver applications to OEMS to waive some of the minimum number of the required skills that the students were required to complete prior to endorsing the students to sit for the NREMT examination, pursuant to N.J.A.C. 8:41A-2.4(f), the Educators made no such applications. Although MONOC submitted waiver applications for 6 of the above students well after MONOC endorsed them and after OEMS opened its investigation into this matter, those requests were denied as they were not submitted while the students were still in training. MONOC's untimely waiver requests not only provide validation to OEMS' findings that these students failed to meet the minimum clinical training requirements for testing and certification but also evidence that MONOC faculty never verified that its students met minimum standards before endorsing them for the NREMT exam.

As you should already be aware, the minimum training requirements that each student must complete in the clinical areas outlined above exist for a reason - to ensure that students are competent, accountable and consistent in the provision of care in these critical areas. Indeed, the importance of these minimum requirements is emphasized in N.J.A.C. 8:41A-2.8(a)(2), which states that enforcement action will be taken against a training program that fails to **strictly adhere** to the training program curriculum. Here, MONOC's failure to adhere to the minimum paramedic training standards not only places the public's health, safety and welfare at risk, as the students do not have sufficient training to care for critically ill patients in this State, but also places the students in the unfortunate position of having to care for extremely sick and injured patients without the necessary educational tools to provide appropriate care. Even more, MONOC's failure to comply with the requirements shows that there was an utter lack of oversight of its paramedic students during their clinical training. Thus, MONOC has demonstrated an inability to comply with the minimum clinical training requirements for its paramedic students, as set forth in N.J.A.C. 8:41A-2.4 through 2.7, which cannot be tolerated.

STUDENTS PERMITTED TO PARTAKE IN FIELD TIME ROTATION PRIOR TO COMPLETION OF CLINICAL ROTATION

The investigation also revealed that at least 2 MONOC paramedic students were permitted to participate in the field time clinical rotation, which is the final stage of a student's clinical training, prior to completing their hospital clinical rotation. As set forth in N.J.A.C. 8:41A-2.1(a) and 2.3(d)(1), paramedic training is made up of two parts: didactic training and clinical training. The clinical training is further broken down into three categories: Category I/Skills Division; Category II/Special Care Division; and Category III/Field Experience. See N.J.A.C. 8:41A-2.5, 2.6 and 2.7.

In order to ensure that students have the necessary skill sets to perform paramedic duties, students must first successfully complete the didactic portion of training, which is textbook and simulated skills training in the classroom, before proceeding to clinical training. N.J.A.C. 8:41A-2.4(d). Once the didactic portion is successfully completed, the student is permitted to proceed to Category I clinical training, which is where the student applies the knowledge he or she gained in the classroom to patients in a controlled hospital setting overseen by medical professionals. Ibid. After successfully completing Category I, the student is then permitted to proceed to Category II clinical training, which is training also conducted under supervision in the hospital setting. See N.J.A.C. 8:41A-2.5(f). Once the student successfully completes the necessary clinical hours and skills in the hospital and demonstrates competencies in all clinical areas under Categories I and II, the student is then permitted to proceed to Category III, which is where the student rides on a mobile intensive care unit and applies his or her newly gained skills in the field while being closely supervised by experienced paramedics. N.J.A.C. 8:41A-2.6(e) and 2.7. After completing the requirements of each Category, the student is to demonstrate competency in all clinical areas prior to advancing to the next Category of training. The training progresses in this manner so to provide the student with a proper foundation for paramedic practice and cannot be unilaterally altered by a training program.

In the instant matter, MONOC failed to comply with this training progression as it has permitted students to participate in field time training prior to completing their clinical training in the hospital. In fact, one student was permitted to intubate a patient in the field without first demonstrating competency for this medical intervention in the hospital setting, as required by N.J.A.C. 8:41A-2.5(d)(1). Permitting students to participate in the field without first completing their clinical rotation in the hospital is a dangerous undertaking as it allows students to perform medical interventions on patients in difficult field locations, such as on the side of the road, without first practicing the skills they learned in the classroom and then in a controlled hospital setting with close medical professional oversight. Such actions not only violate N.J.A.C. 8:41A-2.4 through 2.7, but also place patient lives in unnecessary jeopardy.

FAILURE TO COMPLY WITH FIELD EXPERIENCE REQUIREMENTS

The investigation further revealed that MONOC has not been complying with field

experience requirements. Pursuant to N.J.A.C. 8:41A-2.7(a)(1), paramedic students that are in the field must complete patient care reports for each patient that the student treats or assesses. The investigation showed that the students consistently failed to complete these necessary reports. Additionally, the students' files were missing several preceptor forms relating to their field experience and, even when the forms were present in the file, they often times failed to document the skills performed by the student and/or the number of hours that the student rode on the mobile intensive care unit. Thus, there was again a clear lack of oversight of these students in ensuring that they completed the necessary hours and skills for their field experience. Lastly, MONOC permitted a paramedic to serve in the capacity of a preceptor without prior authorization, in violation of N.J.A.C. 8:41A-2.4(c)(2). Thus, MONOC failed to ensure that its program complied with the field experience requirements.

FAILURE OF MONOC'S EMS EDUCATORS TO PROPERLY DISCHARGE THEIR DUTIES AND RESPONSIBILITIES

The investigation further showed that MONOC's EMS Educators, Paul Scalzo and Robert Clawson, who were both interviewed by OEMS investigators, have not been discharging their duties and responsibilities set forth in N.J.A.C. 8:41A-2.4(c). Specifically, N.J.A.C. 8:41A-2.4(c)(7) provides that an EMS Educator is responsible for "developing a final evaluation examination covering all the objectives of the clinical training" and ensuring that each student passed the "examination prior to receiving endorsement to take the NREMT-Paramedic Certification Examination." And, N.J.A.C. 8:41A-2.4(c)(8) states that an EMS Educator is responsible for "[e]nsuring that all students perform and demonstrate competency in all required skills prior to endorsing the student to sit for the NREMT-Paramedic Certification Examination." The investigation revealed that MONOC's EMS Educators failed to verify student competencies upon completion of their clinical experiences and failed to develop and administer final exams covering the objectives of the clinical experience before endorsing the students for the NREMT exam as none of the student files reviewed contained any evidence of the exams or verifications. In fact, both Educators reported that competency evaluations were not conducted for students. Even more, the Educators endorsed the students to sit for the NREMT exam even though their files showed that they did not complete the minimum requirements necessary for such endorsement.

The EMS Educators also failed to ensure that the student files contained pertinent records, as they are required to do under N.J.A.C. 8:41A-2.4(c)(3). Specifically, N.J.A.C. 8:41A-2.4(c)(3) provides that an EMS Educator is responsible for:

[c]ompiling all relevant student records including, but not limited to:

- i. A copy of the student's EMT-Basic certification card;
- ii. Copies of the student's CPR, ACLS and either PALS or PEPP-Advanced certification cards;

- iii. Documentation of successful completion of the didactic portion of an EMT-Paramedic training program;
- iv. A copy of the schedule for the didactic portion of an EMT-Paramedic training program;
- v. Original documentation of completion of the stated objectives of the clinical portion of an EMT-Paramedic training program;
- vi. Copies of the schedules for the clinical portions of an EMT-Paramedic training program;
- vii. Anecdotal records, as needed;
- viii. Copies of the required evaluations; and
- ix. Copies of the endorsement to take the NREMT-Paramedic Certification Examination, if appropriate;

The vast majority of the student files reviewed failed to contain the above cited documentation necessary to provide validation that each student has met the minimum prerequisites for paramedic education and certification.

Additionally, N.J.A.C. 8:41A-2.4(c)(4) requires an EMS Educator to provide "each student with at least four periodic written or verbal evaluations." There was no documentation within any the student files reviewed evidencing that these evaluations were conducted.

Based upon the foregoing, MONOC's EMS Educators grossly failed to discharge their duties and responsibilities, thereby leaving their paramedic students without proper and adequate oversight. As such, MONOC is in violation of N.J.A.C. 8:41A-2.4(c).

FAILURE OF OCCC'S DIDACTIC COORDINATOR TO PROPERLY DISCHARGE HER DUTIES AND RESPONSIBILITIES

The investigation also revealed that OCCC's Didactic Coordinator, Agnes Galiano, who was interviewed by OEMS investigators, has not been discharging her duties and responsibilities, which are set forth in N.J.A.C. 8:41A-2.3(c). Specific to the instant matter, N.J.A.C. 8:41A-2.3(c)(4) requires the Coordinator to:

- [c]ompiling all relevant student records including, but not limited to:
 - ii. Records of progress, including grades on examinations and skill performance;
 - iii. Anecdotal records, as needed.

The student files reviewed did not contain any anecdotal records made by the Coordinator, and the minimal progress records found in the files were either inconsistent or incomplete, as there was no documentation reflecting what remediation efforts were taken after a student failed an exam. Furthermore, the Coordinator failed to ensure that each of her students demonstrated and performed "competence in all required skills prior to completion of didactic training" as required by N.J.A.C. 8:41A-2.3(c)(7), as she failed to document this in the files.

Even more, the Coordinator failed to provide periodic reports on each student's progress to the EMS Educator at the sponsoring clinical training site, as required under N.J.A.C. 8:41A-2.3(c)(6). Indeed, the Coordinator acknowledged that not a single report was sent to the EMS Educators for any of the students reviewed.

Based upon the foregoing, there was limited evidence in the student files demonstrating that each student successfully passed the didactic portion of the paramedic training program. Even though there was limited evidence that the students successfully completed their didactic training, the Coordinator endorsed each of these students to sit for the NREMT exam. Such disregard for the rules is unacceptable.

DISCREPANCIES, INCONSISTENCIES AND FALSIFICATION OF STUDENT RECORDS

As a paramedic training provider, MONOC is required to "maintain accurate records of the students' progress, documenting satisfactory completion of all clinical objectives." N.J.A.C. 8:41A-2.4(b)(2)(ii). A review of the students' files revealed that MONOC's student recordkeeping system is wholly non-compliant with this requirement as the students' clinical records contain major discrepancies, inconsistencies and even falsification.

After reviewing files and interviewing faculty, OEMS investigators learned that MONOC maintains multiple different systems for tracking student clinical training, all of which contain discrepancies, inconsistencies and fail to reconcile with one another. One system consists of master logs for certain skill areas, such as 12-lead electrocardiogram tracing, that is supposed to document the skills performed by the student that matches that specific area, and an individual log for each day the student attended a clinical rotation, which is supposed to document the skills the student completed that day. In the files reviewed, several discrepancies and inconsistencies were found. First, some of the logs contained pro forma forms crafted by MONOC, while other logs were hand-made by either students or preceptors. Second, the entries contained in the master logs did not match the entries contained in the individual logs. Third, some of the log entries were signed by preceptors, while others were not. Absent a preceptor signature, there is no verification that the student performed the skills outlined therein. Fourth, some of the log forms just noted that the student attempted a certain skill without specifying whether the attempt was successful or not. Indeed, without documenting whether the student's attempts were successful there is no way to determine whether the student mastered the skill, which is the very point of the training. Finally, some of

the log forms lacked the student's name, which questions whether the log form even belonged to that particular student.

MONOC also has the FIDAP computer system that is utilized by students, which enables the students to keep track of their own clinical training. The entries made by students into FIDAP are not verified by preceptors. OEMS investigators reviewed the FIDAP records for the students and found that the entries made failed to reconcile with the entries made in the student's master log and student's daily log. And, one student's FIDAP was clearly falsified as the narrative provided for one patient was cut and pasted into another patient's narrative. The falsification was clear not only because the narratives were exactly the same, but also because the chief complaint of the one patient did not come close to matching the appropriate care that should have been provided for that patient's condition.

MONOC's final recording system is the paramedic student daily evaluation sheet, also known as preceptor forms, which is supposed to be completed by the preceptor of a specific clinical area that is responsible for the student on that particular day. The form is supposed to describe the student's performance regarding the skills he or she performed in the specific clinical area. The files reviewed had multiple missing preceptor forms, and when the forms were present, they often times lacked preceptor signatures. Even more, the same preceptor form appeared in more than one file, which would mean that those students performed the same procedure on the same patient on the same day, which is simply not plausible. Thus, false and incomplete information was included in the students' files.

The above described inconsistencies and discrepancies in MONOC's recordkeeping system violates N.J.A.C. 8:41A-2.4(b)(2)(ii) and demonstrates MONOC's lack of oversight of its paramedic students during their clinical training. And, without consistent, proper documentation, there was no way for MONOC to verify that each of its students met the minimum regulatory requirements necessary for endorsement for the NREMT exam. Such poor recordkeeping is unacceptable.

CONCLUSION

Based upon the totality of the egregious violations and deficiencies described above, the Department has determined that MONOC's clinical and OCCC's didactic training site authorizations must be revoked. Pursuant to N.J.A.C. 8:41A-2.8(a), a paramedic training program's authorization may be suspended or revoked for:

1. Failure to adhere to the rules . . .
2. Failure to strictly adhere to the clinical or didactic portion of either the program curriculum . . . ;
3. Failure to maintain adequate personnel, facilities, resources, finances, records, equipment and evaluation tools;
8. Falsifying documents and other false filings of documents required by law, rule and/or regulation.

The violations described herein evidence MONOC and OCCC's gross failure to comply with the paramedic training regulations, a failure to strictly adhere to the clinical and didactic program curriculum, a failure to maintain adequate records and personnel and even falsification of student records. In fact, MONOC admitted to many of the above cited deficiencies in its April 8, 2015 submission to OEMS. In this submission, MONOC readily points out how it has been in violation of the Department's paramedic training program requirements in the areas of vaginal births, operating room hours, morgue time, waivers, examination requirements, periodic reporting and distribution of accurate information to its students. Thus, by MONOC's own admissions, it is in agreement that it has failed to comply with the Department rules in multiple ways.

In addition to violating the Department's regulations, MONOC and OCCC has also broken the trust that OEMS had in their ability to provide appropriate paramedic training. By approving a paramedic training site, OEMS is expressing that it trusts that the educational provider will give its paramedic students the adequate and proper training that they need to provide high quality emergency medical care to the critically sick and injured patients of this State. MONOC and OCCC's actions have irretrievably broken this trust.

Therefore, as a result of this investigation, it is the intention of this Department to revoke authorization for MONOC's clinical training program and Ocean County Community College's didactic education program. Pursuant to N.J.S.A. 52:14B-1 et seq. and N.J.A.C. 8:41A-5.3(c), you may request a hearing before the Office of Administrative Law to contest the Department's decision to revoke your paramedic training certification. Your request for a hearing on this matter must be submitted in writing and must be accompanied by a response to the charges contained herein. Your request for a hearing must be submitted within 30 days from the date of this Notice. Please include the control number **#2014-0111V** on your correspondence, and forward your request to:

New Jersey Department of Health
Office of Legal & Regulatory Affairs
P.O. Box 360, Room 805
Trenton, NJ 08625-0360
Attn: Ms. Tami Roach

Finally, please note that failure to submit a request for a hearing within 30 days of this notice shall render this notice final. If you have any questions concerning this matter, please do not hesitate to contact Dr. Terry Clancy at (609) 633-7777.

Sincerely,



Nancy Kelly-Goodstein
Acting Director
Emergency Medical Services

c: Dr. Terry Clancy, OEMS
Candace Gardner, OEMS
George Hatch, Committee on Accreditation of Educational Programs for the EMS
Professions (CoAEMSP)
Tami Roach, OLRA
Robert Wagoner, National Registry of Emergency Medical Technicians (NREMT)

SENT VIA REGULAR US MAIL AND
CERTIFIED MAIL #7008 1140 0001 5589 5457 and 7008 1140 0001 5589 5471
RETURN RECEIPT REQUESTED

EXHIBIT B



Fox Rothschild ^{LLP}
ATTORNEYS AT LAW

Midtown Building
1301 Atlantic Avenue
Suite 400
Atlantic City, NJ 08401-7212
Tel (609) 348-4515 Fax (609) 348-6834
www.foxrothschild.com

WILLIAM M. HONAN
Direct No: 609.572.2218
Email: BHonan@FoxRothschild.com

July 26, 2018

VIA EMAIL

Honorable Patricia M. Kerins, ALJ
State of New Jersey
Office of Administrative Law
9 Quakerbridge Plaza
P.O. Box 049
Trenton, NJ 08625-0049

Re: **MONOC v. New Jersey Department of Health**
OAL Docket No: HLT 07372-2015S

Dear Judge Kerins:

As Your Honor will recall, this firm represents Monmouth Ocean Hospital Service Corporation ("MONOC") in connection with the above-captioned matter.

Enclosed please find a copy of the fully-executed Settlement Agreement for claims between MONOC and OEMS.

Thank you for your attention.

Respectfully submitted,

William M. Honan

WMH/tk
Enclosure

cc: Deborah Shane-Held, Esquire (via e-mail)
Mathew B. Thompson, Esquire (via e-mail)

A Pennsylvania Limited Liability Partnership

California Colorado Connecticut Delaware District of Columbia Florida Illinois
Minnesota Nevada New Jersey New York Pennsylvania Texas Washington

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made this 4th day of April, 2018, by and among THE DEPARTMENT OF HEALTH ("DOH"), OCEAN COUNTY COLLEGE ("OCC") and MONMOUTH OCEAN HOSPITAL SERVICE CORPORATION ("MONOC") (OCC and MONOC are hereinafter collectively referred to as "Petitioners").

WITNESSETH:

WHEREAS, on April 28, 2015, DOH filed a Notice of Proposed Revocation of Paramedic Clinic and Didactic Training Sites: Investigation Control Number 2014-011B ("Proposed Revocation") against Petitioners; and

WHEREAS, Petitioners have contested the Proposed Revocation and requested a hearing before an administrative law judge; and

WHEREAS, the parties have agreed to amicably resolve their differences by the execution of this Settlement Agreement and the performance of the obligations and covenants contained herein.

NOW, THEREFORE, the parties agree as follows:

1. SETTLEMENT OF CLAIMS. The parties agree to settle all claims and disputes between them subject to the terms, conditions set forth herein, and the obligations imposed upon each of them as recited in this Agreement.

2. COMPLIANCE OFFICER. OCC shall, on or before May 31, 2018, hire a paramedic education compliance officer ("Compliance Officer") to assist in fulfilling Petitioners' obligations that are set forth herein. The Compliance Officer shall be an employee of OCC and shall be a person independent of each Petitioner prior to being so employed. The

Compliance Officer's employment shall be exclusively devoted to the duties set forth herein. Under no circumstances may OCC hire an individual who is or was an employee of OCC or MONOC or retained by either Petitioner in connection with its dispute of the Proposed Revocation or anyone involved in this matter or any related student matters. OCC shall provide the DOH with the name of the Compliance Officer within seven (7) days of the appointment of same. OCC may replace the Compliance Officer so retained at any time, in its discretion provided that it notifies DOH within seven (7) days of the appointment of a new Compliance Officer and the new Compliance Officer meets the qualifications specified above.

3. TERM. The Term of this Agreement and the obligations imposed upon the Petitioners shall commence upon the execution of this Settlement Agreement by all parties and shall terminate upon the later to occur of: (a) three (3) years from the date this Settlement Agreement is executed; or (b) when all students enrolled in two sessions of paramedic education classes complete the paramedic education program. Students who are discharged from the program for academic or other causes or who voluntarily withdraw from the program shall not be considered when determining the duration of the Term.

4. INITIAL COMPLIANCE PLAN. Within the first one hundred eighty (180) days of the execution of this Settlement Agreement, the Compliance Officer will perform a risk analysis of the paramedic education program offered by the Petitioners ("Risk Analysis"), prepare a compliance plan ("Compliance Plan"); and submit the Risk Analysis and Compliance Plan to the DOH. The Compliance Officer can perform the Risk Analysis as he or she deems appropriate. The Compliance Plan shall include at a minimum the following elements, the contents of each element shall be within the discretion of the Compliance Officer:

(a) Comprehensive operating policies and procedures that have been reviewed by the Compliance Officer for quality, consistency and accuracy to ensure compliance with paramedic education accreditation standards as set forth by the National Registry of EMT's (NREMT), the Committee on Accreditation of Educational Programs for the EMS Professions (CoAEMSP) and the Commission on Accreditation of Allied Health Education Programs (CAAHEP), all in accordance with [Federal] and New Jersey laws and regulations, and specifically including N.J.A.C. 8:41A-1.1, *et seq.*, pertaining to the paramedic education programs.

(b) Detailed paramedic education training including compliance training that addresses gaps identified through the completed Risk Analysis.

(c) Detailed oversight of the paramedic education program to include continual monitoring and auditing practices to ensure identified violations of the New Jersey Administrative Code, N.J.A.C. 8:41A-1.1, *et seq.* are not repeated. Additionally, the Compliance Officer shall include in the Compliance Plan and implement detailed procedures for the oversight of monitoring student progress throughout the paramedic education process. Throughout the duration of the Term, the paramedic education program shall report to the Administrator of Allied Health of OCC.

(d) Established remediation plan in the event that the paramedic education program fails to adhere to the elements set forth in paragraphs (a) through (c) including any policies and procedures of the paramedic education program, [federal] and state laws, regulations and accrediting and licensing standards relevant to the paramedic education program.

(c) The above elements shall be the minimum components of the Compliance Plan and additional components may be added at the discretion of the Compliance Officer.

5. ADDITIONAL REQUIREMENTS. Thirty (30) days after the submission of the Compliance Plan to the DOH, and on the first day of each month thereafter for the duration of the Term, the Compliance Officer shall provide DOH with a report (the "Compliance Report") on the Petitioners' compliance with this Settlement Agreement. Each monthly Compliance Report shall identify and describe actions taken to ensure the operation of the paramedic program is consistent with the Compliance Plan and any deviations therefrom. The Compliance Report shall also include specific student progress reports including the didactic category, paramedic education program competency portfolio to include laboratory, clinical, and capstone internship. Any identified deviations from N.J.A.C. 8:41A-1.1, et. seq. or the Compliance Program shall include remediation measures undertaken to correct it.

6. WITHDRAWAL OF PROPOSED REVOCATION; FUTURE ENFORCEMENT ACTION.

Upon execution of this Settlement Agreement, DOH will issue a letter to the Petitioners withdrawing the Proposed Revocation and Petitioners shall withdraw their request for a hearing. DOH agrees not to reinstate any of the charges set forth in the Proposed Revocation otherwise as set forth herein. Failure of the Petitioners to comply with any of the terms of this Settlement Agreement or the Compliance Plan shall constitute a violation of this Settlement Agreement. The DOH may only reinstate the Proposed Revocation if Petitioner:

(a) Fails to perform and/or submit a Risk Analysis pursuant to paragraph 4 of this agreement; and/or

(b) Fails to perform and/or submit a Compliance Plan pursuant to paragraph 4(a)-(e) of this agreement; and/or

(c) Fails to perform and/or submit a Compliance Report pursuant to paragraph 5 of this agreement; and/or

(d) Fails to hire a Compliance Officer pursuant to paragraph 2 of this agreement; and/or

(e) (1) Fails to comply with the recommendations of the Compliance Officer in a remediation plan within 30 days; and/or

(2) Deficiencies are noted in the Compliance Report and the Compliance Report fails to include a remediation plan, and

(3) In the case of either (e)(1) or (e)(2) the failure to act or the conduct in question constitutes a violation of N.J.A.C. 8:41A-1.1 et seq.

7. FURTHER PROCEEDINGS. The execution and performance of this Agreement by the Petitioners is not and shall not be construed to be an admission or evidence of any wrongdoing, fault or liability on the part of the Petitioners, their representatives, agents, partners, officers, shareholders, directors, employees or affiliates. Nor shall this Agreement constitute precedent in any subsequent matter involving these or any other parties. In the event that this Agreement is not fully executed and approved by all parties hereto, this Settlement Agreement shall become null and void and shall neither constitute an admission of any party, nor be referred to by any party in any subsequent legal proceeding for any purpose whatsoever. This Agreement shall be construed fairly, according to the plain language of its terms and not for or against any party hereto. This Agreement shall be construed without regard to any presumption or

other rule requiring construction against the parties who caused it to be drafted. It is agreed by the parties hereto that nothing contained in this Settlement Agreement supersedes, diminishes, or changes the DOH's authority to fulfill its duties pursuant to N.J.A.C. 8:41A-1.1, *et seq.*

8. ADDITIONAL PROVISIONS.

(a) This Agreement constitutes the entire agreement and understanding of the Parties hereto with respect to its subject matter, and supersedes any prior or contemporaneous representations, whether oral or written.

(b) In the event that any provision of the Agreement is unenforceable under applicable law, that provision shall not affect the validity or enforceability of the remaining provisions. To the extent that any provision of this Agreement is judicially determined to be unenforceable because it is over broad, that provision shall be limited to the extent required by applicable law and enforced as so limited.

(c) No modification, waiver, amendment or discharge of this Agreement shall be valid unless it is in writing and signed by the Party against which enforcement of such modification, amendment or discharge is sought.

(d) The Parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

(e) This Agreement shall be interpreted, governed, and construed under the laws of the State of New Jersey.

(f) The Parties hereby waive any claim for payment of counsel fees incurred with this settlement.

(g) By their signature, each party signing this Settlement agreement represents and warrants that they are authorized to execute this Agreement.

(h) The Parties hereby state that they are signing this Agreement voluntarily, of free will and not under duress or coercion of any kind. The Parties acknowledge that:

(i) They have read this Agreement and it has been explained to them in full; and

(ii) They have been represented in the preparation, negotiations, and execution of this Agreement by legal counsel of their own choice; and

(iii) They understand the terms and consequences of this Agreement and of the release that it contains, and accept that they are knowingly and voluntarily giving up important legal rights by agreeing to such release; and

(iv) They are fully aware of the legal and binding effects of this Agreement; and

(v) They are completely satisfied that the Agreement is fair, reasonable and acceptable.

(i) This Agreement shall be effective only after it has been signed by both Parties and the Agreement may not be modified or amended except by a written instrument signed by all of the Parties hereto.

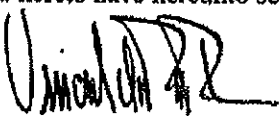
(j) This Settlement Agreement may be signed in counter parts and shall be deemed fully executed and effective when all parties have executed at least one of the counterparts, even though no single counterpart bears all such signatures. Facsimile and/or electronic signatures are acceptable and shall be treated as if they were originals.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the
day and year written above.

Date

7/16/18

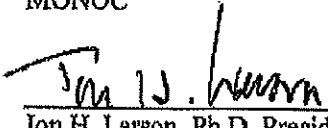
Date


Vincent Robbins
Petitioner, MONOC


Jacob Perskie, Esq.
Attorney for Petitioner
MONOC

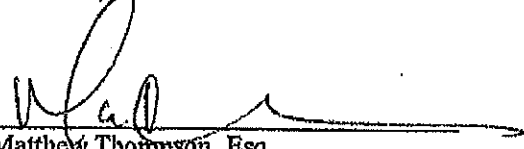
5/17/18

Date


Jon H. Larson, Ph.D. President, OCC
Petitioner, OCC

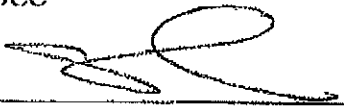
5/17/18

Date


Matthew Thompson, Esq.
Attorney for Petitioner
OCC

5/22/18

Date


Shereen Semple
Acting Assistant Commissioner
New Jersey Department of Health
Respondent

5/22/18

Date



Deborah Shane-Held, DAG
Attorney for Respondent
New Jersey Department of Health

EXHIBIT C

RISK ANALYSIS AND COMPLIANCE PLAN
Investigation Control #2014-0111V

For the Ocean County College (OCC) Paramedic Education Program (PEP) in partnership with Monmouth Ocean Hospital Service Corporation (MONOC) accredited by the Commission on Accreditation of Allied Health Education Programs (CAAHEP) upon the recommendation of the Committee on Accreditation of Educational Programs for the Emergency Medical Services Professions (CoAEMSP) as requested by the New Jersey Department of Health (NJDOH) in compliance with the terms of the Settlement Agreement entered into by; NJDOH, OCC AND MONOC.

RISK ANALYSIS AND COMPLIANCE PLAN

MONOC/OCC PARTNERSHIP COMPLIANCE MISSION STATEMENT

The MONOC/OCC Partnership respectively requires its PEP partnership employees to comply with all relevant and applicable federal, state and local laws and their implementing regulations, policies and procedures. Partnership employees are specifically required to attend annual training provided by the MONOC/OCC Partnership on N.J.S.A. 26:H-1., et seq., Health Care Facilities Planning Act and its implementing regulations, N.J.A.C. 8:41A-1.1 et seq., Emergency Medical Technicians- Paramedic: Training and Certification and the OCC Paramedic Education Manual. Attendance at the training will be evidenced by a certificate placed in the partnership employees' personnel file

Any material failure (s) or substantive violation(s) resulting in non-compliance of applicable laws and their implementing regulations, policies and procedures and serious deviation(s) from PEP Manual will culminate in appropriate redress including corrective actions. Corrective actions will be dependent on the facts involved as determined by appropriate inquiry. To redress non-compliance, a range of corrective actions (progressive discipline) encompassing a verbal warning up to and including termination of employment may be used.

The MONOC/OCC Partnership requires the prompt reporting of circumstances wherein individuals suspect non-compliance of applicable laws, regulations, policies and procedures may have occurred.

Consistent with the provisions of the Family Educational Rights and Privacy Act (FERPA), all regulatory bodies with appropriate jurisdiction over the PEP will be granted reasonable access to PEP student and PEP records. Reasonable access will include unscheduled requests for said records.

All questions or other information concerns should be directed to the PEP Compliance Officer or Paramedic Program Manager at 732-255-0409.

BACKGROUND

Since 1982 the MONOC/OCC partnership has provided paramedic education and training (didactic, clinical and field) to qualified students who seek eligibility to sit for the National Registry of Emergency Medical Technicians Paramedic (NREMT) examination. The MONOC/OCC paramedic education program design and content are structured and do comply with N.J.S.A. 26:2H-1, et seq., Health Care Facilities Planning Act and its implementing regulations, N.J.A.C. 8:41A-1.1 et seq., Emergency Medical Technicians-Paramedics: Training and Certification. The DOH has statutory and regulatory authority to enforce these provisions. The OCC PEP Manual Pages 2-3 provides in pertinent part:

PARAMEDIC EDUCATION PROGRAM

The Didactic Education (classroom) component is a comprehensive 9-month class which includes patient assessment, intravenous therapy, and medication administration, advanced airway management, rhythm interpretation, defibrillation, and the differential diagnosis of medical emergencies. Students must attend class, utilize the learning system and participate in skill labs. In addition, the curriculum also includes certifications such as Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS) and Prehospital Trauma Life Support (PHTLS). Once a paramedic student has met the competencies for each Learning Module, the next step is to enter the clinical setting which is in the hospital working under nurses and physicians.

The Clinical Internship provides the Paramedic Intern with patient care experiences in the Category I clinical areas such as Cardiac Catheterization Lab, Operating Room, Respiratory Department and opportunities to acquire IV Therapy Phlebotomy, and 12 Lead Interpretation skills. At the conclusion of Category I, the paramedic intern must meet with the paramedic educator to review all completed paperwork. The paramedic intern must successfully complete the written and practical examinations with minimum passing score of 80%. The Emergency Department, Critical and Surgical Care Units, Pediatric Units, Labor and Delivery Units, and Behavioral Health Unit are part of the Category II Clinical learning areas. There must be a minimum of 308 hours at the end of both Categories. At the conclusion of Category II, the paramedic intern must meet with the paramedic educator to review all completed paperwork. The paramedic intern must successfully complete the written and practical examinations with minimum passing score of 80%.

The final component of the Paramedic Education Program is the Category III **Field Internship** which requires a minimum total of 400 hours working along qualified paramedics. All Paramedic Interns must pass the terminal competency examination that is conducted by the Medical Director at the end of the field internship. Students must successfully complete the didactic, clinical and field components of the Paramedic Education Program to be eligible to test for the National Registry of Emergency Medical Technician (NREMT) Paramedic written skills board exams (N.J.A.C. 8:41A-3-2,- added in lieu of footnote as contained in the original text). The Paramedic Education Program is approved by the New Jersey Department of Health, Office of Emergency Medical Services and accredited by the Commission on Accreditation of Allied

Health Education Programs (www.caahep.org) upon the recommendation of the Committee on Accreditation of Educational Programs for the Emergency Medical Services Professions (CoAMESP).

The program runs approximately 24 months from the commencement of didactic to the completion of all required clinical and field internship hours. All training requirements for the clinical portion of an EMT-Paramedic training program shall be completed within 18 months of the didactic portion of an EMT-Paramedic training program. A student may be eligible for a six-month extension to complete the clinical training requirements. Any student failing to complete the clinical portion of an EMT-Paramedic training program within 18 months of the didactic portion shall be required to complete a didactic course of study equivalent to the refresher curriculum, the balance of the clinical time required and the any additional time the EMS Educator of OEMS deems reasonably necessary to demonstrate competence in the required training objectives. In no instance shall the training period exceed 36 months from the beginning of the didactic portion of an EMT-Paramedic training program (N.J.A.C. 8:41A-2.4(h)- in lieu of footnote as contained in original text).

Upon successful completion of the didactic portion of the program, students will be awarded 48 CEUs for recertification of their EMT cards by the New Jersey Department of Health while enrolled as a paramedic student. Graduates may also be eligible to apply up to 16 credits to seek a degree at Ocean County College once they have successfully completed the entire program.

Pursuant to Section 4a-c of the Settlement Agreement, the PEP comprehensive policies and procedures were reviewed by the Compliance Officer for quality, consistency and accuracy to ensure compliance with paramedic education accreditation standards as set forth by the National Registry of EMT's (NREMT), the Commission on Accreditation of Educational Programs for the EMS Professions (CoAEMSP) and the Commission on Accreditation of Allied Health Education Programs (CAAHEP), all in accordance with [Federal] and New Jersey laws and regulations, and specifically including N.J.A.C. 8:41A-1.1 et. seq pertaining to the paramedic education program.

NJDOH Notice of Proposed Revocation of Training Sites, Settlement Agreement and its Effects

On April 15, 2015, the NJDOH sent a letter advising MONOC and OCC that it was providing "Notice of Proposed Revocation of Paramedic Clinical and Didactic Sites: Investigation Control #2014-0111V." The NJDOH Notice was the culmination of an investigation involving student complaints received by the NJDOH about the MONOC/OCC, PEP.

NJDOH cited the MONOC/OCC PEP for the following deficiencies:

- Students failed to meet minimum required hours and/or skills for clinical training.
- Students permitted to partake in field time rotation prior to completion of clinical rotation.
- Failure to comply with field experience requirements.
- Failure of MONOC's EMS educators to properly discharge their duties and responsibilities.

- Failure of OCC's didactic coordinator to properly discharge her duties and responsibilities.
- Discrepancies, inconsistencies and falsification of student records.

As a consequence of its investigation and findings, the NJDOH determined pursuant to N.J.A.C.8:41A-2.8(a) that MONOC's clinical, and OCC's didactic training site authorizations must be revoked. The NJDOH's intent to revoke was subject to the right of MONOC and OCC under N.J.S.A. 52:14B-1 et seq. and N.J.A.C. 8:41A-5.3 (c) to request a hearing before the Office of Administrative Law to contest the NJDOH's decision to revoke their respective paramedic training certifications. MONOC and OCC timely exercised the right to request a hearing.

Subsequent to the NJDOH's April 15, 2015 letter, the MONOC/OCC partnership has not conducted any cohort of PEP students. There have been no graduates from the MONOC/OCC PEP who were eligible to sit for the NREMT examination since the NJDOH April 15, 2015 letter. At present, MONOC and OCC are not operating a PEP on any level.

After the NJDOH letter, MONOC and OCC continued to negotiate with NJDOH resulting in a Settlement Agreement (SA) between NJDOH, OCC and MONOC. OCC, after approval by its Board of Trustees, signed the SA on June 4, 2018. MONOC signed the SA on June 8, 2018. Subsequent to the SA, NJDOH by letter dated June 8, 2018 informed MONOC and OCC that pursuant to paragraph 6 of the SA, NJDOH withdrew its proposed revocation of training sites.

By letter dated August 27, 2018, MONOC was advised by CoAEMSP, its accreditor review agency, that beginning with 2018-2019, MONOC would receive a Probationary Accreditation for the EMS Professional Program (PEP) sponsored by MONOC and OCC. MONOC requested reconsideration of the Probationary Accreditation in its response which was sent prior to December 1, 2018, the due date. CoAEMSP advised MONOC that the earliest date it would review the request for reconsideration would be during its February 11, 2019 board meeting.

OCC advised MONOC that OCC was unwilling to participate as a partner in the PEP if the accreditation approved by CAAHEP upon the recommendation CoAEMSP remained probationary. The OCC position on probationary accreditation is a consequence of the legal ramifications impacting OCC upon the ending of PEP cohorts after receipt of the NJDOH's April 15, 2015 letter. MONOC advised CoAEMSP of the OCC position in its request for reconsideration.

On December 4, 2018, the OCC, PEP Compliance Officer submitted an Interim Compliance Plan to NJDOH. An Interim Plan was submitted in good faith compliance with the 180day requirement of the SA. At that time continuing to the present, the Compliance Officer had no viable and operational PEP upon which to formulate or premise a risk analysis and compliance plan. At the December 4, 2018, 180day SA deadline the MONOC/OCC Partnership for purposes of viability and operation lacked an acceptable CoAEMSP program accreditation recommendation to CAAHEP and an OCC PEP Program Manager whose program hiring, duties and responsibilities remained uncertain. In light of these factors, the Compliance Officer formally requested of the NJDOH, a 180day delay in the filing of a full compliance report. The Compliance Officer never received a response to his request. Accordingly, it was in good

faith compliance with the SA that thirty-day progress reports (as required by the SA) were regularly submitted to the NJDOH.

On March 18, 2019 MONOC advised OCC that CAAHEP voted on March 15, 2019 to award continuing accreditation to the Emergency Medical Services-Paramedic program at MONOC/Ocean County College, Wall Township, NJ.

As part of the SA, OCC is tasked with hiring a Compliance Officer and submitting a risk analysis and compliance plan of the PEP to NJDOH within 180 days. The Compliance Officer (CO) was hired by OCC by Board of Trustee approval on May 10, 2018. OCC has prepared a new position description for the Paramedic Program Education Program Manager (PEPM. This job description will be used in the recruitment of the new PEPM to replace the prior manager who is no longer employed in this capacity.

OCC has begun the recruitment process for a new PEPM. For the purpose of regulatory response to CoAEMSP, the Compliance Officer for MONOC has assumed the temporary role of Paramedic Program Manager.

MONOC and OCC have met several times after the execution of the SA to discuss the proper response to deficiencies cited in the NJDOH's April 15, 2015 letter. The parties have discussed restructuring the PEP by placing more responsibility and accountability onto the role of PEPM. Recent discussions and agreements have focused on returning the partnership model back to its original Governance structure. The bright lines of Governance responsibilities for the PEP (OCC responsible for Didactic student education and MONOC responsible for student clinical and field training) had blurred immediately prior to cessation of the PEP in 2015.

On May 22, 2019, the NJDOH Informed the Compliance Officer by email that a full compliance plan is due July 15, 2019. The Compliance Officer was further advised: "Failure to comply is a violation of the terms of the agreement (SA- added) in which DOH may reinstate the original action of proposed revocation"

The Partnership will submit a compliance plan by July 15, 2019. The unnecessary and threatening language of compulsion used by NJDOH, absent "any" prior communication from NJDOH, does cause us concern for fundamental fairness in the review process. This concern is particularly exacerbated by the fact that the PEP in good faith kept the NJDOH informed with the highest and best information available to the PEP concerning its compliance progress towards a compliance plan. All information provided to the NJDOH was provided in accordance with the SA time guidelines. Given the current PEP status (which has been communicated to NJDOH in complete detail), reinstatement of the original action of proposed revocation will undoubtedly result in severe consequences for the continuation MONOC/OCC PEP.

RISK ANALYSIS

Risk analysis is a process to identify factors and procedures (impediments) which may negatively impact the ability of the MONOC/OCC Partnership to deliver paramedic education to eligible students. As part of the risk analysis, there are impediments which are identified. Some of these impediments can be mitigated through the compliance plan. There are other intangible impediments which are identified but cannot be readily compelled through a compliance plan.

RISKS IDENTIFIED AND DISCUSSED INFRA UNDER COMPLIANCE PLAN

- (1). Education and training for all PEP employees involving all [Federal] and New Jersey laws and regulations and specifically N.J.A.C. 8:4-1.1, et seq pertaining to the PEP.
- (2). Progressive Discipline to address PEP employees who are non-compliant with PEP requirements.
- (3). Consistent with FERPA, reasonable access to student and program records for all regulatory bodies with jurisdiction over the PEP.
- (4). Student (a) Selection (b) counseling and monitoring
- (5). Student accountability towards PEP requirements
- (6). Governance bright line accountability for PEP deliverables

Parenthetically, the RISKS 1-3 are also inherent in remediation planning because these are the RISKS that caused the PEP to go off track according to the NJDOH , April 15, 2015 letter.

RISKS IDENTIFIED NOT READILY SUBJECT TO COMPLIANCE PLAN

- (7). PEP long term rehabilitation/survival including rebuilding the reputation of PEP
- (8). Student success in an all or nothing certificate program where students must complete the PEP requirements to become a paramedic. A student who does not complete the requirements is left with the option to walk away or keep trying. Migrating the program to a credit basis would afford students other options within OCC. OCC and MONOC are positioned to determine if this is feasible and in their respective interest.

COMPLIANCE PLAN

PREFACE

The Compliance Plan is a process to address regulatory issues involving program operations of the past, present and the future. The MONOC/OCC partnership has no present program operations. The partnership model itself has undergone ongoing reassessment discussions. There has been delay in the hiring process for the Paramedic Program Manager. This delay is driven by the costs associated with a new employee who currently has no defined date to start work

because there is no present start date for the next PEP cohort. MONOC and OCC are committed to working through these issues.

MONOC and OCC are encumbered by the regulatory uncertainty after more than four-year gap in operating any PEP through their respective training site authorizations. There is need (see discussion above) for the NJDOH as a prerequisite to address in writing whether or not the status of MONOC's clinical training site authorization and OCC's didactic training site authorization is effective to begin implementation of its Compliance Plan.

For ease of reference the elements of our Compliance Plan are affirmatively stated in our Mission Statement. These elements are (1) PEP employee training re regulatory and OCC PEP plan guidelines (2) PEP employee accountability through implementation of progressive discipline (3) Reinforce requirement for reasonable jurisdictional regulatory access to student and program records.

(1). EDUCATION AND TRAINING PEP EMPLOYEES

An essential element of the compliance plan is education and training and or retraining of PEP employees on the provisions of N.J.S.A. 26:2H-1, et seq., Health Care Facilities Act and its implementing regulations, N.J.A.C. 8:41 A-1.1 et seq., Emergency Medical Technicians-Paramedics: Training and Certification, and the OCC Paramedic Education Program Manual.

The OCC PPM in consultation with the MONOC Compliance Officer and or her/his designee will develop a training module for all PEP employees which covers the statutory, regulatory and PEP plan guidelines. The module should be designed for online use. The program content should reflect PEP plan guidelines particularly involving record keeping and certification of completion of clinical requirements for all students. The time periods provided for PEP employees to complete student records and certifications will be consistent with PEP plan guidelines.

The OCC PPM will be the custodian of the PEP employees training module. All PEP employees will take PEP training once every year. The online module may be taken by PEP employees at their convenience. The PPM will verify completion through insertion of a certificate in the PEP employees file.

(2). IMPLEMENTATION OF PROGRESSIVE DISCIPLINE

Among the issues cited by NJDOH as deficient in prior PEP operations were:

“Failure of some of MONOC's educators to properly discharge their duties and responsibilities. Failure of OCC's didactic coordinator to properly discharge her duties and responsibilities.”

The MONOC/OCC PEP had no provisions for discipline of PEP employees who the NJDOH deemed deficient in the discharge of their duties and responsibilities. In the absence of a MONOC/OCC PEP discipline standard, imposition of discipline raises due process

considerations. Additionally, there is an issue with uniformity of the application of discipline involving MONOC and OCC who are partners also are separate employers. The possibility of disparate treatment within the partnership requires attention.

This Compliance Plan recommends the prospective implementation of “Progressive Discipline” for all PEP employees. Progressive Discipline if deemed warranted by a supervisor can impose a range of discipline from a verbal reprimand up to and including termination of employment. A PEP employee who is subjected to discipline should have; prior notice of all allegations against the employee, the right to provide a written or verbal response to any allegations against the employee, the right to have a personal representative present who is not an advocate or spokesperson during any investigative phase. The more severe the discipline considered (i.e. termination of employment), the more PEP employee should be granted opportunity to advance and protect her/his interest with perhaps involvement of legal counsel.

Any supervisor or designated party who is tasked with investigating a PEP employee for consideration of imposing discipline must consider the underlying facts involved. The weight given to the probable truth of such facts should be considered in line with severity of the discipline considered.

This Compliance Plan defers to MONOC and OCC as to how best to structure a balanced progressive discipline procedure for MONOC PEP employees and OCC PEP employees.

(3). ACCESS TO STUDENT AND PROGRAM RECORDS

Subject to the provisions of FERPA, all regulatory bodies with jurisdiction over the PEP shall have reasonable access to student and program records. Reasonable access includes unannounced visit to request student and program records. The Paramedic Education Program Manager is designated as the PEP Records Officer.

(4a). STUDENT SELECTION (ADMISSION PROCESS)

The MONOC/OCC Partnership has not operated its PEP since 2015. Absent an operating student cohort coupled with the four- year hiatus in operation, the comments herein on students should be viewed in the context of best practices rather than corrective in content.

It is reasonable and necessary that the PEP student selection process undergo review. The PEP admission criteria are set forth on pages 5-6 of the PEP plan manual. It is suggested that Program Admission requirement #5: “Pass the program written and skills entrance exam” be evaluated for continuing suitability as a reasonable determinant of student ability to meet PEP requirements.

(4b). STUDENT COUNSELING/MONITORING

Students receive counseling/monitoring in part through PEP orientations which include; admission procedure and requirements, PEP requirements, financial aid, student PEP responsibilities (100%(attendance, 80 GPA for graduation, professional and personal conduct, patient care). Students who graduate from the PEP will complete more than 1000 contact hours.

The model for student counseling/ monitoring beyond the orientation process described above, will require the input of the PEPM in coordination with MONOC and OCC.

(5). STUDENT ACCOUNTABILITY TOWARDS PEP REQUIREMENTS

On behalf of the PEP, the PEPM, MONOC and OCC must define and communicate to students those parts of the PEP that are the responsibility to meet. Serious care should be taken to avoid unwarranted transfer to students for items that are truly the responsibilities of the partnership. This concern for care is particularly acute in the context of record keeping and record tracking.

(6). GOVERNANCE -BRIGHT LINE ADHERENCE

Prior to the cessation of PEP cohort operations in 2015 by the Partnership, there was a blurring of Governance responsibility primarily in the delivery of didactic education. Going forward under the stated terms of its Partnership Governance structure OCC is responsible for the delivery of the didactic education of the PEP and MONOC is responsible for the delivery of the clinical and field components of the PEP. The PEPM is tasked with providing adherence by the partners to this bright line dichotomy.

(7). PEP REHABILITATION/SURVIVAL

(8). STUDENT SUCCESS

Items 7 and 8 are discussed supra under the Risk Analysis. These items are not readily curable by compliance plan compulsion. Rather, these items are best addressed through a cooperative and healthy relationship between the Partnership and the NJDOH.

Respectfully submitted,

George H, Buchanan
Compliance Office
MONOC/OCC
Paramedic Education Program
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